

**COMMONWEALTH OF KENTUCKY
CABINET FOR FAMILIES AND CHILDREN
DEPARTMENT FOR COMMUNITY BASED SERVICES**

FOSTER HOME CONTRACT

THIS AGREEMENT entered into on the _____ day of _____, 20____ by and between the Commonwealth of Kentucky, Cabinet for Families and Children, Department for Community Based Services, referred to as the Cabinet; and

(Names of Foster Parents)

(Street and No.) (City) (County) (State) (Zip Code)

referred to as the Foster Parents.

KRS 605.090 provides that a child committed to the Cabinet for Families and Children may, during the period of commitment, be placed in a suitable foster home upon conditions as the Cabinet may prescribe and subject to visitation and supervision; and.

It is mutually agreed by and between the parties as follows:

1. The Foster Parents agree:

- (a) To accept a child or children, mutually agreeable to the parties, that are referred by the Cabinet into their home for temporary foster care;
- (b) To provide the child or children with a normal family life, including food, shelter, clothing, affection, training, recreation, education, and opportunities for religious, spiritual or ethical development;
- (c) To assist the Cabinet in carrying out its responsibility for the children by permitting the Cabinet's social worker to visit and to share with the worker pertinent information about the children;
- (d) To comply with the general supervision and direction of the Cabinet concerning the care of the children;
- (e) To report immediately to the Cabinet any change of address, sickness, accident or death of the child or children, change in the number of people living in the home of the Foster Parents; or other significant change in the foster home;
- (f) To notify the Cabinet if they plan to leave the state with the child or children for more than one (1) night, or if the child or children will be absent from the foster home for more than three (3) days;
- (g) To cooperate with the Cabinet when contacts are arranged by the Cabinet's social worker between the foster child or children and their birth family including visits, telephone calls or mail;
- (h) To surrender the child or children to the authorized representative of the Cabinet upon request;
- (i) To keep confidential all personal information concerning the child or children or his birth family;
- (j) To obtain additional training of six (6) hours per annum for regular foster care, ten (10) hours per annum for emergency shelter, twelve (12) hours per annum for special needs, twenty-four (24) hours per annum for medically fragile, twenty-four (24) hours per annum for family treatment, either through department sponsored programs or through agencies or professionals approved by the department;
- (k) To participate in required case planning conferences concerning a child placed in their home;
- (l) To participate in the development and implementation of the case plan established for each placed in their home; and
- (m) To cooperate with the implementation of the Permanency Goal established for the child or children.

2. The Cabinet agrees:

- (a) To provide the child or children with medical care in accordance with the policies of the Cabinet;
- (b) To provide a Cabinet social worker to visit, counsel and supervise the care of the child or children;
- (c) To offer counseling and supportive services to the Foster Parents in relation to the foster child or children;
- (d) To cooperate with the Foster Parents in arranging for specialized services for the foster child or children such as special education, higher education, psychological services, etc., if necessary;
- (e) To cooperate with the Foster Parents when contacts are arranged by the Cabinet's social worker between the foster child or children and their birth family including visits, telephone calls or mail;
- (f) To reimburse the Foster Parents in accordance with the rates in the attached Rate Schedule. In addition, the Cabinet agrees to reimburse the Foster Parents for additional necessary expenses in accordance with the policies of the Cabinet;
- (g) The Secretary for Families and Children may provide for the defense of Foster Parents in civil actions brought against them if he determines that:
 - 1) The act or omission was within the scope of this contract;
 - 2) The Foster Parents acted in good faith;
 - 3) Defense of the action by the Cabinet for Families and Children would not create a conflict of interest between the Commonwealth and the Foster Parents; and
 - 4) Defense of the action would be in the interest of the Foster Home Program of the Cabinet.

3. The period within the current fiscal year during which this agreement is in effect is from _____, 20____ through June 30, 20____; this agreement shall be automatically extended for the period of July 1, 20____ through June 30, 20____ unless the Cabinet notifies the Foster Parents prior to June 30, 20____ that this agreement will not be so extended.

4. It is expressly understood and agreed by the parties to this contract:
- That legal custody of the child or children shall remain with the Cabinet, and the foster parent shall not seek or request temporary or permanent custody or guardianship of a current or former foster child or children without prior written approval of the Cabinet;
 - That the Cabinet shall have the responsibility for planning for the child or children's future placement, and that the Foster Parents shall not make independent plans for future placements;
 - That placement of children in the foster home is for the purpose of foster care only and not for the purpose of adoption; however, the Cabinet, in its sole discretion, upon proper application by the foster parents, may approve said foster parents to become adoptive parents for a child or children placed in their home;
 - That the foster parents may authorize medical treatment for a child in accordance with the policies of the Cabinet;
 - That the duties and obligations of the Foster Parents under this Agreement are not assignable or transferable to anyone under any circumstances, except with written consent of the Cabinet;
 - That the Foster Parents certify that they have read this contract or that it has been read and explained to them and that they understand and agree to its provisions.
5. Either party may cancel this contract upon written notice to the other party.
6. It is expressly understood and agreed that this contract revokes and supersedes any prior agreement or understanding, written or oral, between the parties relating to foster home care.
7. Type of Foster Home for the Contract Period (Check all appropriate).
- | | | |
|--|---|---|
| <input type="checkbox"/> Basic/Regular | <input type="checkbox"/> Advanced | <input type="checkbox"/> Emergency Shelter |
| <input type="checkbox"/> Medically Fragile | <input type="checkbox"/> Medically Fragile Advanced | <input type="checkbox"/> Medically Fragile Degree |
| <input type="checkbox"/> Family Treatment Home | <input type="checkbox"/> Family Treatment Home Advanced | |

THIS INSTRUMENT HAS BEEN EXAMINED AND APPROVED AS TO FORM AND LEGALITY BY AN ATTORNEY OF THE OFFICE OF THE GENERAL COUNSEL, CABINET FOR FAMILIES AND CHILDREN.

RECOMMENDED BY:

APPROVED AND AGREED:

Social Worker

Authorized Official, Cabinet for Families and Children

Official Address

Foster Father

Foster Mother

PER DIEM RATE SCHEDULE

	BASIC	ADVANCED	DEGREE
Regular Foster Care			
Birth - 11	\$19.70	\$21.90	N/A
12+	\$21.70	\$23.90	N/A
Emergency Shelter Home	\$30.00	N/A	N/A
Family Treatment Home	\$37.00	\$42.00	N/A
Medically Fragile	\$37.00	\$42.00	\$45.00

"Basic" is regular foster care. "Advanced" means the foster parents have completed additional required training. For Family Treatment Homes, "advanced" indicates completion of a positive annual re-evaluation and one year's experience as a Family Treatment Home. For Medically Fragile, "advanced" indicates foster parent is a current and active licensed nurse. For Medically Fragile, "degree" indicates a foster parent is a current and active physician or registered nurse.

COVERAGE OF RATE

Foster care rates include the costs of clothing, incidentals, and personal allowances. Incidentals include medicine chest supplies, baby oil and powder, deodorants, sanitary napkins, and other personal toiletries. The following chart shows the minimums for these costs calculated on a monthly basis. The foster care rate also includes respite care, routine babysitting, non-medical transportation, sports/activities, and school supplies. The remainder of the rate is intended to cover room, board, and the routine costs of child care. The following costs will be reimbursed separate from the per diem rate: Initial Clothing Letter, Ongoing Day Care, Senior Expenses, Christmas and Birthday payment, and Annual School Clothing Letter.

AGE	CLOTHING	INCIDENTALS	ALLOWANCE
0-2	\$25.00	6.00	0
3-4	\$25.00	5.00	1.00
5-12	\$35.00	5.00	7.50
13+	\$40.00	10.00	20.00